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and acted as an adult, making his own bargain and receiving the purchase money, the proof of infancy must be clear and satisfactory to warrant the court in depriving an innocent purchaser of the land of which he and his predecessors in title had been in undisputed possession for over 30 years, and the testimony of the complainant himself supplemented by his unsworn statement, made after the execution of the deed on which he obtained a marriage license, is insufficient.

[Ed. Note.—For other cases, see Infants, Cent. Dig. § 294; Dec. Dig. § 99.\* 7 Va.-W. Va. Enc. Dig. 469; 14 Va.-W. Va. Enc. Dig. 535.]

**5. Infants (§ 31\*)—Adverse Holding—Merger of Title.**—Where all of the heirs entitled to land in remainder after the life estate of their father, who was tenant by curtesy, joined in a conveyance to defendants' predecessors in title, and the grantees remained in undisputed possession under claim of title for many years, their possession in 15 years ripened into prescriptive title against the life tenant and the two estates merged, and hence one of the heirs, who claimed that at the time of the conveyance he was an infant, must disaffirm the contract within 15 years after the title of the life tenant has been barred by prescription.

[Ed. Note.—For other cases, see Infants, Cent. Dig. §§ 41, 46, 50-63; Dec. Dig. § 31.\* 7 Va.-W. Va. Enc. Dig. 407.]

**6. Adverse Possession (§ 104\*)—Lost Grant—Presumptions.**—Where the origin of a possession is not accounted for, and would be unlawful unless there had been a grant, length of possession is prima facie evidence from which the jury may presume a conveyance.

[Ed. Note.—For other cases, see Adverse Possession, Cent. Dig. §§ 595-602; Dec. Dig. § 104.\* 1 Va.-W. Va. Enc. Dig. 226.]

Appeal from Circuit Court, Rockingham County.

Bill by Amanda C. McCauley and others against Jacob Grim and others. From a decree for defendants, complainants appeal. Affirmed.

*Chas A. Hammer*, of Harrisonburg, and *Rudolph Bumgardner*, for appellants.

*Conrad & Conrad*, of Winchester, and *Sipe & Harris*, of Harrisonburg, for appellees.

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GENT'S EX'X *v.* PRUNER'S ADM'R et al.

Nov. 20, 1913.

[79 S. E. 1044.]

**Husband and Wife (§ 133\*)—Wife's Separate Estate—Evidence.**—Evidence held to require a finding that defendant's decedent had no

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.

interest in certain real property purchased by his wife, but that the purchase money was furnished by her and borrowed by her from her stepson, so that no part of the property was subject to decedent's debts.

[Ed. Note.—For other cases, see Husband and Wife, Cent. Dig. §§ 487-494; Dec. Dig. § 133.\* 12 Va.-W. Va. Enc. Dig. 181; 14 Va.-W. Va. Enc. Dig. 920; 15 Va.-W. Va. Enc. Dig. 895.]

Appeal from Circuit Court, Russell County.

Action by J. C. Gent's executrix against Pruner's administrator and others. Judgment for defendants, and plaintiff appeals. Affirmed.

*S. B. Quillen* and *H. A. Routh*, both of Lebanon, for appellant.  
*W. W. Bird*, of Lebanon, for appellees.

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TRIPLETT *v.* GUDEBROD.

Nov. 20, 1913.

[79 S. E. 1045.]

**1. Specific Performance (§ 121\*)—Action—Sufficiency of Evidence—Terms of Contract.**—Evidence, in a suit of specific performance of an agreement to sell complainant a tract containing an orchard, held to show that the option to purchase contemplated that complainant paid the cost of certain labor, performed on the orchard tract, while the option was in force.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 387-395; Dec. Dig. § 121.\* 12 Va.-W. Va. Enc. Dig. 717; 13 Va.-W. Va. Enc. Dig. 495; 14 Va.-W. Va. Enc. Dig. 1049.]

**2. Vendor and Purchaser (§ 18\*)—Option—Acceptance—Compliance with Terms.**—An option to purchase land could only be accepted upon the terms contained therein.

[Ed. Note.—For other cases, see Vendor and Purchaser, Cent. Dig. § 10; Dec. Dig. § 18.\* 15 Va.-W. Va. Enc. Dig. 1036.]

**3. Specific Performance (§ 121\*)—Actions—Sufficiency of Evidence—Compliance with Contract.**—Evidence, in a suit for specific performance of an agreement to sell a tract containing an orchard, held to show that the complainant never offered to pay the cost of certain labor performed on the orchard tract, as required by complainant's option to purchase, and had no intention of doing so.

[Ed. Note.—For other cases, see Specific Performance, Cent. Dig. §§ 387-395; Dec. Dig. § 121.\* 12 Va.-W. Va. Enc. Dig. 717; 13 Va.-W. Va. Enc. Dig. 495; 14 Va.-W. Va. Enc. Dig. 1049.]

Appeal from Circuit Court, Shenandoah County.

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\*For other cases see same topic and section NUMBER in Dec. Dig. & Am. Dig. Key No. Series & Rep'r Indexes.